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ABSTRACT

These notes on faculty evaluation in the collective bargaining agreement cover: frequency and timing of evaluations, who is evaluated, sources of input, the pre-evaluation conference, self-evaluation, peer evaluation, and student evaluation. Several examples are given. (MSE)

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COLLECTIVE BARGAINING PERSPECTIVES

Department of Education Administration
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Harold I. Goodwin, Editor

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Faculty Evaluation: Part II

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The February issue of *Perspectives* continues the topic of faculty evaluation. After opening with the frequency and timing of evaluations, this issue will concentrate on the various parties to faculty evaluation.

FREQUENCY OF EVALUATION

The frequency of faculty evaluation can be classified into six sections. When tenured faculty are pointed out, the evaluation occurs once annually or once every three years. If the Agreement singles out probationary faculty, the nature of frequency variations are expressed in these three passages from different Agreements:

1. It is hereby mutually agreed that each non-tenured member of the bargaining unit shall be evaluated at least twice annually.
2. During the probationary period, probationary full-time faculty members shall be subject to a continuous formal evaluation.
3. All eligible non-tenured faculty of whatever rank shall be reviewed annually until such time as tenure is awarded, except that faculty in their first year of appointment may be reviewed at the option of the department chairman.

Many Agreements do not differentiate tenured from non-tenured faculty, at least not directly. In "all faculty" statements the frequency of evaluation is from "at least one to three times each academic year," to "at least once a year," to "once a year—fall term for full-time faculty."

A variation has all faculty being evaluated once every three years, but "No more than one-third (1/3) of the full-status faculty shall be evaluated in any one (1) academic year."

Still another form for indicating the frequency of evaluation was written as follows.

> Faculty members with two years of service or less shall be evaluated during each of their first three semesters. Faculty members will be evaluated once a year from the third through the sixth year. Faculty members shall be evaluated once every two years commencing with the seventh year.

Evaluation frequency may be based on differences in rank, as these passages from different Agreements point up:

1. Tenured full professors shall be reviewed every four years. No review need be conducted following the year of promotion to full professor;
2. One-half of the tenured faculty holding the rank of assistant or associate professor shall be reviewed each year. No review need be conducted following the year of promotion to assistant or associate rank, but a review shall always be conducted whenever a recommendation for promotion is involved;
3. At least once each year, each employee other than tenured full professors shall have an evaluation conference with the department chairman or a member of the departmental P & B committee to be assigned by the chairman.

The scheduled frequency of evaluations may be altered by the faculty, who have the right to request an additional evaluation during any year "whether or not such review falls within the department schedule." The administration may also increase the observation frequency when the Agreement contains a passage similar to this one: "The provisions of this Article shall not preclude more frequent. . . evaluations, when deemed necessary, by an appropriate Administrator."

EVALUATION TIMES

Let us first point out that the timing of faculty evaluations is not often indicated in Agreements. Administrator discretion seems to be the prevalent mode. Where dates are set, there appears to be no pattern.

WHO IS EVALUATED

Not all institutions evaluate the same classes of personnel, or at least the manner of designation seems to so indicate. The most common way to designate who is to be evaluated is by the terms tenured, non-tenured, and probationary. Other passages of identification include, "all faculty on full-time and continuing appointment"; "all full-time teaching faculty"; "any part-time teaching faculty employed for two or more consecutive semesters"; and "special category faculty."

SOURCES OF INPUTS

There are four common sources of faculty evaluation inputs—self, peer, student, and administrator. Although administrators are mentioned with the greatest frequency, the four sources appear in Agreements with about the same frequency. The passage that seems to typify Agreements reads:

> Each faculty member will be evaluated by (1) department chairman; (2) appropriate Dean; (3) faculty where peer is defined as another faculty member preferably in the same department; the faculty peer shall be selected by lot; (4) students subject to certain limitations; and (5) each faculty member himself.

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PRE-EVALUATION CONFERENCE

The pre-evaluation conference, not commonly found in the Agreements, tends to serve three purposes: (1) to establish the evaluation objectives; (2) to discuss the nature of the evaluation criteria; and (3) to determine the evaluation procedures, which may include any follow-up activity.

Even in the Agreements where this provision exists, the pre-evaluation conference may not be mandatory, as we see in the following statement:

> If requested by the faculty member, a pre-evaluation conference will be held between the appropriate supervisor and the faculty member prior to the first evaluation so that the evaluator may be apprised of the objectives, methods, and materials planned for the performance situation to be evaluated.

Most pre-evaluation conferences are mandatory and vary greatly in their degree of specificity, as these three examples illustrate:

Example No. 1

At his annual pre-evaluation conference a faculty member choosing the informal evaluation option shall meet with the chairman to develop a written statement of mutually agreed-upon general objectives for the year.

Example No. 2

A pre-evaluation conference between the Supervisor and the unit member within ten (10) days of the evaluation, at which time job related criteria will be discussed and a written copy presented to the employee. The Supervisor shall prepare a written summary of the conference to be signed by the unit member.

If the classroom or work assignment visit does not occur within the ten (10)-day period, another conference will be held within ten (10) days of the evaluation unless waived by mutual consent, in writing.

Example No. 3

There shall be held an annual pre-evaluation conference between each faculty member and division chairperson. This conference shall take place as soon as possible after the completion of the previous annual evaluation, and no later than April 15 of the academic year. The purpose of this meeting shall be to reach tentative mutual agreement upon the following:

1. Type of evaluation to be conducted—formal or informal.
2. The faculty member's objectives and the methods by which these are to be achieved.
3. The criteria and methods of evaluation.
4. Choice of evaluator(s).

The formal evaluation of a faculty member may be conducted either (a) by the division chairman or (b) by an evaluation team which shall consist of the division chairperson and two mutually agreed upon faculty members within the division. The decision to implement either option (a) or (b) will be reached by mutual agreement between the faculty member and the division chairperson. In the event the mutual agreement cannot be reached, the matter will be placed before the EPRAC for resolution. All matters pertaining to the evaluation must be kept in strict confidence by the evaluator(s). On or before June 1 of the academic year, the faculty member to be evaluated and his/her chairperson must reach final agreement on items one through four in Section A, above. A written statement of these agreements is to be filed with the chairperson on or before this date. New faculty will be expected to reach agreement on these items during the Pre-Service Training Period immediately prior to beginning their teaching duties.

The faculty member to be evaluated shall propose the objectives, criteria, and methods to be used in his or her evaluation. These proposed objectives, criteria, and methods shall be reviewed by the chairperson or team and may be amended by mutual agreement. At a meeting called for that purpose (before October 1) the participants in the evaluation shall agree on either the suggested objectives, criteria, and methods or some modification thereof.

Once the objectives, methods, and criteria have been agreed upon, no change can be made without the unanimous approval of all concerned parties.

The participants shall implement the evaluation in accordance with the objectives, criteria and methods agreed upon. All data relevent to the evaluation shall be submitted by the faculty member to the evaluator(s) on or before January.

SELF EVALUATION

Statements concerning self evaluation only occasionally indicate the date or dates on which self evaluations are to be forwarded to an administrator. Since the great majority of institutions do not designate when during each year evaluations are to take place, no due dates seem appropriate.

Self evaluations are annual and generally due a short period prior to an annual evaluation conference with the individual's immediate supervisor or designated administrator. Such evaluations are usually on a format of the individual's choice, but may be required on a prepared, standardized form requiring some exposition, or by a checklist. Where some exposition is required, the statement is expected to be a "record of performance and/or achievement with respect to the criteria. . . ," or "how well he has met his objectives and any other relevant information."

PEER EVALUATION

Peer evaluations may be concerned with any combination of six general conditions. First, a peer may be defined, commonly "another faculty member." Next, when some qualifications are mentioned, they are years of teaching experience and having "previously taught the same or similar course." The selection of the peer or peers to make the evaluation may be made by an evaluation committee, may be "by the tenured faculty," or be "by mutual agreement between the president or his designee and the person to be evaluated," or be at the discretion of a designated administrator.

Fourth, the purpose of the peer evaluation is not often stated aside from the general statement of purpose, objectives, or criteria found elsewhere in the Article on faculty evaluation. Where such an added passage does occur, it merely confirms in an abbreviated way the more general statements of purpose, objectives, or criteria.

It is possible, in terms of an Agreement or two, for additional peer evaluations to occur in which an instructor asks another faculty member to informally evaluate the former's instruction. Such evaluations "shall have no standing and the report shall not be placed in any official personnel record of the professional staff member."

STUDENT EVALUATION

There was not a great variety of concerns in the substance of self or peer evaluations. That is not the case in student evaluations, as we shall see.

Design Forms

Although student evaluations are increasing among unionized institutions, there is limited student input into the substance of evaluation instruments—22 percent of the contracts permitted student contributions. In contrast, the faculty was instrumental in instrument construction in 67 percent of the institutions, while the administration was involved in 78 percent of the institutions.

Although it is difficult to tell from much of the contract language, it appears as if most student evaluation instruments are of the "checklist" type, with some provisions for "written statements of opinion."

Timing and frequency

The single most frequently addressed topic in student evaluation statements is of time and frequency, and there were several ways of designation: "annually"; "at least once a year"; "each semester"; "each semester and session"; "the same semester during which the formal evaluation has occurred"; "by November 1"; "in the third week before the end of classes"; "when between 70%-80% of the scheduled class meeting times have passed"; and "at the end of each course" are illustrative.

The number of courses to be evaluated at each period seems to fall in one of four categories. There may be no number of courses designated; all courses taught during the semester; all sections of every course; or one class every semester, with the course being selected by the person being evaluated.

Procedures

Procedures to be used in faculty evaluations are infrequently spelled out in the Agreement. The two extremes appear in these examples.

Example No. 1

Evaluations will be conducted by the appropriate Director or Vice President for Student Affairs, and by the department representative.

Example No. 2

The following procedures shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

a. No person shall administer forms to his own classes. They shall be administered by a representative of the Departmental Evaluation Committee at a time arranged with the faculty member concerned.

b. The administrator of the evaluation forms shall, at the time of its administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him by students.

c. The administrator of the evaluation form shall distribute the forms to the students, explain their use, and collect them when the forms are returned. The instructor of the class shall not see them.

d. The instructor of the class shall not be present during the evaluation process.

e. The administrator of the evaluation forms shall deliver them to the Chairman of the department, who shall store them until after the instructor has submitted final grades for his classes. The forms shall be delivered with a cover memorandum stating the number of forms returned by students, the number of students in class on the day the forms were distributed, and the number of students enrolled in the course.

f. At the conclusion of the evaluation process the student evaluation forms shall be held or disposed of by the administration.

Signatures

Student signatures are required, but the faculty member will not necessarily know who made a particular evaluation. In the most protective instance the name of the student always is withheld "to protect the anonymity of each student." Less protective is this Agreement passage:

> All evaluations shall be signed. The signature shall be separated from the body of the evaluation and withheld from the instructor unless the evaluation becomes evidence in a subsequent grievance involving tenure, promotion, or non-reappointment, except that a place for optional signature shall also be provided on the body of the evaluation.

In the final example student names are automatically revealed since "Students will sign the evaluations and unit members will have access to them after the grades are issued."

Availability

The general pattern is to make the evaluations available to the concerned faculty member. The following passages seem to cover the general nature of availability statements.

Example No. 1

Unit members shall be provided with a *summary* of the student evaluation(s) after it becomes available.

Example No. 2

The evaluations shall be immediately available for evaluation purposes, but shall not be available to the instructor, or be inserted in the personnel file, until the conclusion of the course.

Example No. 3

The results of these evaluations shall be made available to the faculty members on whom the results are obtained prior to the beginning of the next scheduled semester after the completion of the semester in which they are administered.

Example No. 4

The original student evaluations will be returned to the faculty member evaluated, and it shall be his responsibility to retain them on file for one year at the College and to make them available to the Department Chairperson and appropriate administrator upon request.

In some cases the actual evaluation forms become available; while in others only summarized data is available.

Use of Evaluations

Student evaluations are used for the purpose of improving teaching effectiveness, and also to assess the value of an instructor to the institution. In the former direction we find the statement: "The forms shall be returned by the students to the faculty member for the instructor's personal evaluation of his/her effectiveness."

Moving toward the other direction is the passage below in which the first evaluation is essentially private and permits the instructor to make instructional changes prior to any formal evaluation:

> For the purpose of this Agreement, a summary of the student evaluations for the first semester of this Agreement shall be given to the unit member *solely for his/her professional improvement and shall not be used in the evaluation process. Thereafter, said evaluations shall become a formal part of the evaluation process. It is clearly understood by the parties that student evaluations for the first semester of this Agreement shall not be used by the administration or the unit member for or against unit member.*

A statement that seems to contain a stronger evaluation and job retention implication is this one:

> These evaluations are for diagnostic purposes and may be used by the faculty member and his area assistant dean or director to increase the faculty member's effectiveness. If the assistant dean believes that serious problems are evidenced by these evaluations, he shall schedule a conference with the faculty member in order to discuss the results of the student evaluations and to make recommendations for improvement.

The use of student evaluations runs, so it seems, from an informal feedback instrument available to a faculty member for private use as one means for personal judgment as to its worth vis-a-vis his or her teaching effectiveness, to, at the opposite end, an integral part of the formal evaluation process that may well involve job security.

As we have seen in the Agreement passages, most institutions require that the student evaluations eventually pass into the formal personnel file system of the institution. There they remain forever, it would seem, for rarely did we find an explicit limitation on duration, such as: "The most recent three years of student evaluations will be retained in the files, and they must comprise all those generated by the faculty member's courses for the three-year period."

HIGHER EDUCATION LAW CASES

From time to time there will be printed in this publication a court case briefed by Rose Twomey, a third year student in the College of Law at West Virginia University.

County of Ontario v. Faculty Association of the Community College of the Finger Lakes, 392N,Y.S. 2d 111 Sup. Ct., App. Div., 4th Dept. - Feb. 18, 1977

Facts: Grievant, Lockemeyer, was given the professional position of Director of Physical Plant & Security, and such position was acknowledged on June 26, 1975, when the County Bd. of Supervisors passed the 1975-76 budget. (The professional title brought the grievant within the Faculty Association bargaining unit). Subsequently, on Oct. 30, 1975, the position was deleted and grievant was relegated to position of Superintendent of Buildings and Grounds. The dispute was submitted to an arbitrator and the County was directed to install grievant in the position of Director of Physical Plant & Security. The County claimed the arbitrator exceeded his power in that the collective bargaining agreement did not allow for any contractual limitations on the county's power to amend the budget, and also that there was no "job security" clause in the agreement upon which the arbitrator could base his decision to reinstate the grievant. The County concluded that the matter was not arbitrable.

Issue: Whether an arbitrator can award a grievant a position which both parties agree he was given after the position has subsequently been taken from him if the collective bargaining agreement contains no provision as to job security or just cause for dismissal.

Holding: Yes.

Reasoning: There is a strong presumption of arbitrability in matters of labor relations. The court distinguishes between arbitrability of matters in commercial arbitration and arbitrability of matters in collective bargaining agreements. The former requires a clear showing of intent to submit a particular matter to arbitration, while the latter presumes the matter is subject to arbitration unless there is a clear showing of intent to exclude the matter from arbitration.

The collective bargaining agreement contained a "management rights" clause which provided, among other things, that the Board of Supervisors and the Board of Trustees are subject to regulations imposed on them by law. In light of this clause and the strong presumption for arbitrability, the court found that the arbitrator could look to statutory law to determine whether the Board was within its power in deleting grievant's position. The arbitrator was within his powers in finding that, according to County law, the Board of Supervisors was without authority to abolish the position and reappropriate the encumbered funds to other uses.

Collective Bargaining Perspectives, a monthly publication of the Department of Education Administration, College of Human Resources and Education, West Virginia University, is intended to be a means to distribute information about the union-management contractual conditions which affect the nature of higher education institutions. The information contained in this publication is extracted from an extensive collection of contracts maintained by the Department.